

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM398417

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|-----------------------------------|-------------------------|--------------------------------------|---------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | SECURITY INTEREST | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| Roots Corporation | | 12/01/2015 | Corporation: CANADA |
| RECEIVING PARTY DATA | | | |
| Name: | Toronto-Dominion Bank | | |
| Street Address: | Toronto-Dominion Centre | | |
| City: | Toronto, Ontario | | |
| State/Country: | CANADA | | |
| Postal Code: | M5K 1A2 | | |
| Entity Type: | Chartered Bank: CANADA | | |
| PROPERTY NUMBERS Total: 27 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 0995891 | ROOTS | |
| Registration Number: | 1815610 | ROOTS | |
| Registration Number: | 1764497 | ROOTS ATHLETICS CANADA | |
| Registration Number: | 2141642 | ROOTS | |
| Registration Number: | 2092407 | BABY ROOTS | |
| Registration Number: | 2308176 | ROOTS | |
| Registration Number: | 3133628 | ROOTS FOR HIM | |
| Registration Number: | 2677535 | ROOTS HOME | |
| Registration Number: | 3623293 | ROOTS USA | |
| Registration Number: | 4158273 | ROOTS ATHLETICS | |
| Registration Number: | 3111796 | ROOTS SPIRIT | |
| Registration Number: | 3757640 | ROOTS SPIRIT MAN | |
| Registration Number: | 3742751 | ROOTS KIDS | |
| Registration Number: | 3825761 | ROOTS GREEN | |
| Registration Number: | 3808962 | ROOTS GREEN | |
| Registration Number: | 3981881 | ROOTS GREEN | |
| Registration Number: | 4584740 | ROOTS GENUINE LEATHER MADE IN CANADA | |
| Registration Number: | 4675597 | ROOTS GENUINE LEATHER MADE IN CANADA | |
| Registration Number: | 4675598 | ROOTS GENUINE LEATHER MADE IN CANADA | |

OP \$690.00 0995891

| Property Type | Number | Word Mark |
|----------------------|----------|--|
| Registration Number: | 4576193 | ROOTS GENUINE LEATHER MADE IN CANADA |
| Registration Number: | 4836975 | BEAVERCANOE BUILT BY OMER STRINGER BEAVE |
| Registration Number: | 4511873 | ROOTS |
| Registration Number: | 4391284 | ROOTS |
| Serial Number: | 85665764 | ROOTS OUTFITTERS |
| Serial Number: | 86462094 | ROOTS 73 |
| Serial Number: | 85939872 | BEAVERCANOE BUILT BY OMER STRINGER BEAVE |
| Serial Number: | 86763575 | ROOTS SALT & PEPPER |

CORRESPONDENCE DATA

Fax Number: 2148558200

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.

Phone: 2148558000

Email: chris.andersen@nortonrosefulbright.com

Correspondent Name: Chris R. Andersen

Address Line 1: 2200 Ross Avenue, Suite 3600

Address Line 2: Norton Rose Fulbright US LLP

Address Line 4: Dallas, TEXAS 75201-7932

NAME OF SUBMITTER: Chris Andersen

SIGNATURE: /chris andersen/

DATE SIGNED: 09/14/2016

Total Attachments: 19

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**GRANT OF
SECURITY INTEREST IN TRADEMARK RIGHTS**

This GRANT OF SECURITY INTEREST IN TRADEMARK RIGHTS (this "**Agreement**"), dated as of December 1, 2015, is made by Roots Corporation, a Canadian Corporation (the "**Grantor**"), in favour of The Toronto-Dominion Bank, as collateral agent (in such capacity, the "**Collateral Agent**") in connection with that certain Credit Agreement, dated as of December 1, 2015 (as amended, restated, supplemented or otherwise modified from time to time, the "**Credit Agreement**"), among, *inter alios*, the Grantor, as borrower the lending institutions from time to time parties to the Credit Agreement (each a "**Lender**" and, collectively, the "**Lenders**"), The Toronto-Dominion Bank ("**TD**"), as the Administrative Agent, the Collateral Agent, and TD as the Swingline Lender and a Letter of Credit Issuer.

WITNESSETH:

WHEREAS, pursuant to the Credit Agreement, the Lenders have severally agreed to make loans to the Grantor and the Letter of Credit Issuers have agreed to issue Letters of Credit for the account of the Grantor and the Subsidiaries upon the terms and subject to the conditions set forth therein;

WHEREAS, in connection with the Credit Agreement, each Grantor and any Subsidiaries that become a party thereto, have executed and delivered a U.S. Security Agreement, dated as of March 31, 2015 in favour of the Collateral Agent (together with all amendments and modifications, if any, from time to time thereafter made thereto, the "**Security Agreement**");

WHEREAS, pursuant to the Security Agreement, Grantor has granted to the Collateral Agent, for the benefit of the Secured Parties, a lien on and security interest in, all of its right, title and interest in, to and under certain Intellectual Property, including the Trademarks; and

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and in order to induce the Lenders to make Loans, the Swingline Lender to make Swingline Loans and the Letter of Credit Issuers to issue Letters of Credit for the account of the Grantor and the Subsidiaries, and to induce one or more Agents, Lenders or Affiliates of Agents or Lenders to enter into Secured Cash Management Agreements or Secured Hedge Agreements with the Grantor and/or the Subsidiaries (other than the Grantor), Grantor agrees, for the benefit of the Collateral Agent and the other Secured Parties, as follows:

1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided or provided by reference in the Credit Agreement and the Security Agreement, as applicable.

2. Grant of Security Interest. Grantor hereby grants a Lien on and security interest in all of Grantor's right, title and interest in, to and under the Trademarks (including, without limitation, those items listed on Schedule A hereto), including the goodwill associated with such Trademarks and the right to receive all Proceeds therefrom (collectively, the "**Collateral**"), to the Collateral Agent for the benefit of the Secured Parties as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of the Obligations; provided that, applications in the United States Patent and Trademark Office to register trademarks or service marks on the basis of Grantor's "intent to use" such trademarks or service marks will not be deemed to be Collateral unless and until an amendment to allege use or a statement of use has been filed in the United States Patent and Trademark Office, whereupon such application shall be automatically subject to the security interest granted herein and deemed to be included in the Collateral.

3. Purpose. This Agreement has been executed and delivered by Grantor for the purpose of recording the grant of security interest herein with the Applicable IP Filing Office. The security interest granted hereby has been granted to the Secured Parties in connection with the Security Agreement and is expressly subject to the terms and conditions thereof. The Security Agreement (and all rights and

remedies of the Secured Parties thereunder) shall remain in full force and effect in accordance with its terms.

4. Acknowledgment. Grantor does hereby further acknowledge and affirm that the rights and remedies of the Secured Parties with respect to the security interest in the Collateral granted hereby are more fully set forth in the Credit Agreement and the Security Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the terms of the Security Agreement, the terms of the Security Agreement shall govern.

5. Counterparts. This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together constitute one and the same original.

6. Governing Law: This Agreement shall be governed by, and construed in accordance with, the laws of the Province of Ontario and the federal laws of Canada applicable therein.

[signature page follows]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their authorized signatories as of the day and year first above written.

ROOTS CORPORATION,
as the Grantor

Per: 

Name: Phillip Bacal
Title: Director

THE TORONTO-DOMINION BANK
as the Collateral Agent

Per:






Name: Wayne M. Shiplo






Title: Vice President, Loan Syndications





Schedule A




Trademark Registrations and Applications

CANADA

| No. | Trademark | Application No. | Reg. No. |
|-----|--|--------------------------------------|--|
| 1. | ROOTS | 364,388 (Filed May 14, 1973) | TMA196,071 (Registered December 7, 1973) |
| 2. | ROOTS & Design  | 365,995 (Filed July 5, 1973) | TMA198,750 (Registered April 11, 1974) |
| 3. | ROOTS & Design  (CHAUSSURES disclaimed) | 370,344 (Filed November 30, 1973) | TMA203,217 (Registered November 15, 1974) |
| 4. | BEAVERS & Design  | 398,621 (Filed June 2, 1976) | TMA238,174 (Registered December 14, 1979) |
| 5. | BEAVER & Design  | 398,622 (Filed June 2, 1976) | TMA238,175 (Registered December 14, 1979) |

| No. | Trademark | Application No. | Reg. No. |
|-----|--|---------------------------------------|--|
| 6. | BEAVER & Design  | 398,623 (Filed June 2, 1976) | TMA238,177 (Registered December 14, 1979) |
| 7. | ROOTS & Design  | 398,625 (Filed June 2, 1976) | TMA238,173 (Registered December 14, 1979) |
| 8. | ROOTS & Design  | 398,627 (Filed June 2, 1976) | TMA238,478 (Registered December 21, 1979) |
| 9. | ROOTS | 448,235 (Filed December 24, 1979) | TMA248,491 (Registered July 25, 1980) |
| 10. | BEAVER CANOE & Design  | 492,655 (Filed September 27, 1982) | TMA294,923 (Registered September 7, 1984) |
| 11. | BEAVER CANOE; Design  | 492,886 (Filed September 30, 1982) | TMA296,173 (Registered October 12, 1984) |

| No. | Trademark | Application No. | Reg. No. |
|-----|--|--------------------------------------|---|
| 12. | ROOTS ATHLETICS CANADA WITH BEAVER Design  | 563,045 (Filed May 21, 1986) | TMA327,559 (Registered May 15, 1987) |
| 13. | BABY ROOTS | 577,940 (Filed February 11, 1987) | TMA369,841 (Registered June 29, 1990) |
| 14. | BABY ROOTS CANADA & Design  | 577,966 (Filed February 11, 1987) | TMA369,842 (Registered June 29, 1990) |
| 15. | ROOTS GENUINE LEATHER & Design  | 579,940 (Filed March 16, 1987) | TMA339,963 (Registered May 6, 1988) |
| 16. | ROOTS CANADA QUALITY INTEGRITY & Design  | 579,942 (Filed March 16, 1987) | TMA338,474 (Registered March 25, 1988) |
| 17. | BEAVER CANOE WILDERNESS COLLEGE | 590,273 (Filed August 25, 1987) | TMA350,940 (Registered February 3, 1989) |


| No. | Trademark | Application No. | Reg. No. |
|-----|--|--------------------------------------|--|
| 18. | BEAVER CANOE WILDERNESS COLLEGE & Design  | 590,414 (Filed August 25, 1987) | TMA350,942 (Registered February 3, 1989) |
| 19. | BEAVER CANOE & Design  | 617,617 (Filed October 21, 1988) | TMA385,658 (Registered June 14, 1991) |
| 20. | ROOTS KIDS | 618,779 (Filed November 10, 1988) | TMA377,101 (Registered December 14, 1990) |
| 21. | ROOTS S·Y·S·T·E·M·S & Design  | 715,565 (Filed October 26, 1992) | TMA428,223 (Registered June 3, 1994) |
| 22. | BEAVER ROOTS | 732,366 (Filed July 5, 1993) | TMA522,595 (Registered January 31, 2000) |
| 23. | ROOTS | 732,740 (Filed July 9, 1993) | TMA467,186 (Registered December 5, 1996) |




| No. | Trademark | Application No. | Reg. No. |
|-----|---|---------------------------------------|--|
| 24. | ROOTS LODGE CANADA & Design  | 737,721 (Filed September 23, 1993) | TMA445,956 (Registered August 11, 1995) |
| 25. | ROOTS | 783,710 (Filed May 26, 1995) | TMA465,312 (Registered October 25, 1996) |
| 26. | REMEMBER YOUR ROOTS | 783,711 (Filed May 26, 1995) | TMA504,852 (Registered December 1, 1998) |
| 27. | ROOTS SPORTING GOODS & Design  | 802,906 (Filed February 5, 1996) | TMA469,466 (Registered January 23, 1997) |
| 28. | ROOTS | 828,360 (Filed November 8, 1996) | TMA519,752 (Registered November 23, 1999) |
| 29. | CANADA COLLECTION BY ROOTS | 1,020,544 (Filed June 28, 1999) | TMA562,639 (Registered May 28, 2002) |
| 30. | ROOTS GOLF | 1,020,545 (Filed June 28, 1999) | TMA541,133 (Registered February 13, 2001) |
| 31. | ROOTS LODGE | 1,020,603 (Filed June 28, 1999) | TMA559,258 (Registered March 14, 2002) |




| No. | Trademark | Application No. | Reg. No. |
|------------|----------------------------|---|--|
| 32. | ROOTS HOME | 1,020,604 (Filed June 28, 1999) | TMA575,875 (Registered February 18, 2003) |
| 33. | ROOTS ACTIVE | 1,067,572 (Filed July 19, 2000) | TMA594,210 (Registered November 6, 2003) |
| 34. | UNISCENT | 1,072,170 (Filed August 23, 2000) | TMA573,596 (Registered January 14, 2003) |
| 35. | ROOTS CANADA | 1,074,643 (Filed September 13, 2000) | TMA574,135 (Registered January 21, 2003) |
| 36. | ROOTS ATHLETICS | 1,074,644 (Filed September 13, 2000) | TMA571,921 (Registered December 9, 2002) |
| 37. | ROOTS INTIMATES | 1,084,230 (Filed November 27, 2000) | TMA580,025 (Registered April 29, 2003) |
| 38. | ROOTS FOR HIM ¹ | 1,094,726 (Filed March 2, 2001) | TMA605,126 (Registered March 15, 2004) |
| 39. | roots.kids | 1,096,703 (Filed March 20, 2001) | TMA580,099 (Registered April 29, 2003) |

¹ Awaiting imminent expungement.

| No. | Trademark | Application No. | Reg. No. |
|-----|--|---|--|
| 40. | ROOTS PASSPORT & Design  | 1,103,337 (Filed May 18, 2001) | TMA576,559 (Registered February 27, 2003) |
| 41. | ROOTS PASSPORT | 1,103,338 (Filed May 18, 2001) | TMA576,668 (Registered February 27, 2003) |
| 42. | ROOTS SWIM | 1,135,570 (Filed March 25, 2002) | TMA589,172 (Registered September 9, 2003) |
| 43. | ROOTS TUFF & Design  | 1,137,648 (Filed April 16, 2002) | TMA578,456 (Registered March 27, 2003) |
| 44. | ROOTS HOME | 1,168,453 (Filed February 18, 2003) | TMA671,320 (Registered August 28, 2006) |
| 45. | ROOTS | 1,183,121 (Filed June 27, 2003) | TMA679,509 (Registered January 16, 2007) |
| 46. | ROOTS SPIRIT | 1,191,060 (Filed September 17, 2003) | TMA665,936 (Registered June 12, 2006) |
| 47. | ROOTS YOGA | 1,199,983 (Filed December 19, 2003) | TMA627,774 (Registered December 7, 2004) |


| No. | Trademark | Application No. | Reg. No. |
|-----|---|---|---|
| 48. | ROOTS WHAT YOU LOVE | 1,223,703 (Filed July 15, 2004) | TMA646,441 (Registered August 23, 2005) |
| 49. | ROOTS SPIRIT MAN | 1,244,482 (Filed January 21, 2005) | TMA719,252 (Registered July 24, 2008) |
| 50. | roots 73 | 1,288,029 (Filed January 31, 2006) | TMA696,126 (Registered September 11, 2007) |
| 51. | ROOTS SPIRIT WOMAN | 1,295,241 (Filed March 27, 2006) | TMA691,198 (Registered June 29, 2007) |
| 52. | ROOTS GREEN & Design  | 1,363,731 (Filed September 14, 2007) | TMA779,460 (Registered October 8, 2010) |
| 53. | ROOTS YOGA | 1,367,758 (Filed October 17, 2007) | TMA735,125 (Registered February 24, 2009) |
| 54. | ROOTS | 1,367,765 (Filed October 17, 2007) | TMA728,513 (Registered November 17, 2008) |
| 55. | ROOTS REWARDS | 1,382,964 (Filed February 11, 2008) | TMA791,794 (Registered March 1, 2011) |
| 56. | ROOTS SOURCE | 1,408,157 (Filed August 21, 2008) | TMA769,518 (Registered June 14, 2010) |

| No. | Trademark | Application No. | Reg. No. |
|-----|---|---|---|
| 57. | ROOTSSKIN | 1,409,709 (Filed September 5, 2008) | TMA806,970 (Registered September 19, 2011) |
| 58. | ROOTS OUTDOOR | 1,417,143 (Filed November 5, 2008) | TMA776,251 (Registered September 3, 2010) |
| 59. | ROOTS EQUESTRIAN | 1,438,438 (Filed May 15, 2009) | TMA768,765 (Registered June 4, 2010) |
| 60. | ROOTS GREEN | 1,444,998 (Filed July 16, 2009) | TMA821,095 (Registered March 30, 2012) |
| 61. | ROOTS Cooper Beaver Design  | 1,487,327 (Filed July 2, 2010) | TMA797,477 (Registered May 13, 2011) |
| 62. | ROOTS 73 & BEAVER Design  | 1,517,125 (Filed March 1, 2011; Allowed January 27, 2012) | |
| 63. | ROOTS 73 & CREST Design  | 1,517,127 (Filed March 1, 2011; Allowed December 14, 2012) | |

| No. | Trademark | Application No. | Reg. No. |
|-----|---|--|--|
| 64. | ROOTS 73 GREEN & LEAF Design  | 1,517,128 (Filed March 1, 2011; Advertised August 29, 2012) | TMA885,163 (Registered September 3, 2014) |
| 65. | ROOTS OUTFITTERS THE CANADIAN STANDARD | 1,567,837 (Filed March 8, 2012; Allowed August 2, 2013) | TMA898,701 (Registered March 13, 2015) |
| 66. | ROOTS OUTFITTERS THE CANADIAN STANDARD & Design  | 1,567,838 (Filed March 8, 2012; Allowed August 2, 2013) | |
| 67. | ROOTS OUTFITTERS | 1,567,839 (Filed March 8, 2012) | TMA898,712 (Registered March 13, 2015) |
| 68. | BEAVER CANOE Design [Algonquin Park]  | 1,603,577 (Filed November 22, 2012; Allowed May 16, 2014) | |
| 69. | BEAVER CANOE | 1,606,498 (Filed December 13, 2012; Allowed May 16, 2014) | |






| No. | Trademark | Application No. | Reg. No. |
|------------|---------------------|--|-----------------|
| 70. | ROOTS CABIN | 1,665,629 (Filed February 27, 2014; Allowed March 13, 2015) | |
| 71. | BEAVER CANOE | 1,707,016 (Filed December 12, 2014; Examiner's report issued July 22, 2015) | |
| 72. | ROOTS SALT & PEPPER | 1,720,443 (Filed March 23, 2014) | |
| 73. | ROOTS COFFEE | 1734549 (Filed June 25, 2015) | |
| 74. | ROOTS | 1737738 (Filed July 16, 2015) | |
| 75. | #SWEATSTYLE | 1741650 (Filed August 13, 2015) | |
| 76. | ROOTS SWEATSTYLE | 1741651 (Filed August 13, 2015) | |


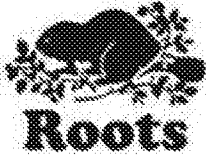
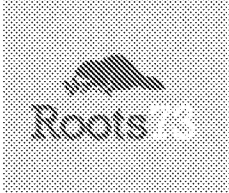

UNITED STATES

| No. | Trademark | Application No. | Reg. No. |
|------------|---|---------------------------------------|---|
| 1. | ROOTS | 72465489 (Filed August 13, 1973) | 995891 (Registered October 15, 1974) |
| 2. | ROOTS | 73779721 (Filed February 9, 1989) | 1815610 (Registered January 11, 1994) |
| 3. | ROOTS ATHLETICS CANADA AND Design  | 73779722 (Filed February 9, 1989) | 1764497 (Registered April 13, 1993) |
| 4. | ROOTS | 74415054 (Filed July 21, 1993) | 2141642 (Registered March 10, 1998) |
| 5. | BABY ROOTS | 74567683 (Filed August 30, 1994) | 2092407 (Registered September 2, 1997) |
| 6. | ROOTS | 75203024 (Filed November 22, 1996) | 2308176 (Registered January 18, 2000) |
| 7. | ROOTS FOR HIM | 76978193 (Filed May 21, 2001) | 3133628 (Registered August 22, 2006). |
| 8. | ROOTS HOME | 76380842 (Filed March 8, 2002) | 2677535 (Registered January 21, 2003) |

| No. | Trademark | Application No. | Reg. No. |
|-----|---|--|---|
| 9. | ROOTS USA ² | 76380121 (Filed March 8, 2002) | 3623293 (Registered May 19, 2009) |
| 10 | ROOTS ATHLETICS | 78306720 (Filed September 29, 2003) | 4158273 (Registered June 12, 2012) |
| 11 | ROOTS SPIRIT | 78664318 (Filed July 6, 2005) | 3111796 (Registered July 4, 2006) |
| 12 | ROOTS SPIRIT MAN | 78664346 (Filed July 6, 2005) | 3757640 (Registered March 9, 2010) |
| 13 | ROOTS KIDS | 77116560 (Filed February 26, 2007) | 3742751 (Registered January 26, 2010) |
| 14 | ROOTS GREEN AND Design  | 77558845 (Filed August 29, 2008) | 3825761 (Registered July 27, 2010) |
| 15 | ROOTS GREEN AND Design  | 77558869 (Filed August 29, 2008) | 3808962 (Registered June 29, 2010) |
| 16 | ROOTS GREEN AND Design  | 77558882 (Filed August 29, 2008) | 3981881 (Registered June 21, 2011) |

² Registration not maintained and is not currently in force.

| No. | Trademark | Application No. | Reg. No. |
|-----|---|---------------------------------------|--|
| 17 | ROOTS GENUINE LEATHER MADE IN CANADA AND Design  | 85240218 (Filed February 11, 2011) | 4584740 (Registered August 12, 2014) |
| 18 | ROOTS GENUINE LEATHER MADE IN CANADA AND Design  | 85240165 (Filed February 11, 2011) | 4675597 (Registered January 20, 2015) |
| 19 | ROOTS GENUINE LEATHER MADE IN CANADA AND Design  | 85240178 (Filed February 11, 2011) | 4675598 (Registered January 20, 2015) |
| 20 | ROOTS GENUINE LEATHER MADE IN CANADA AND Design  | 85240195 (Filed February 11, 2011) | 4576193 (Registered July 29, 2014) |
| 21 | BEAVERCANOE BUILT BY OMER STRINGER BEAVER CANOE COMPANY ALGONQUIN PARK CANADA and Design  | 85382721 (Filed July 27, 2011) | 4836975 (Registered October 20, 2015) |

| No. | Trademark | Application No. | Reg. No. |
|-----|---|--|---|
| 22 | ROOTS OUTFITTERS | 85665764 (Filed June 29, 2012) | |
| 23 | ROOTS and Cooper Beaver design  | 85796535 (Filed December 6, 2012) | 4511873 (Registered April 8, 2014) |
| 24 | ROOTS and Cooper Beaver design  | 85802825 (Filed December 14, 2012) | 4391284 (Registered August 27, 2013) |
| 25 | ROOTS 73 and design  | 86462094 (Filed November 21, 2014) | |
| 26 | BEAVERCANOE BUILT BY OMER STRINGER BEAVER CANOE COMPANY ALGONQUIN PARK CANADA and Design  | 85939872 (Filed May 22, 2013) | |
| 27 | ROOTS SALT & PEPPER | 86763575 (Filed September 21, 2015) | |